

**IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF ALABAMA**

**RLI INSURANCE COMPANY,**

Plaintiff,

Vs.

Case No.: CV 07-230-WKW

**TOWN OF MOSSES, ALABAMA and  
ALICIA SHUFORD-GORDON,**

Defendant.

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**ANSWER**

Comes now Defendant the Town of Mosses, AL, by and through its undersigned counsel, and answers as follows:

1. Defendant Town of Mosses, AL (Town) paragraph one of the complaint.
2. The Town admits paragraphs two and three, however, Defendant Gordon is not the current clerk.
3. The Town does not admit to jurisdiction at this time, absent verification of the plaintiff's residence. However, subject to such verification, jurisdiction and venue would be proper.
4. The Town admits to the facts alleged in paragraphs six thru eleven (eleven is listed twice).
5. In the second paragraph no eleven, the Town asserts in addition that it was Defendant Gordon's duty to pay the debts and warrants due upon the Town, after audit, and certify the correctness thereof and keep an accurate record, and bring such claims and demands before the Town at its next regular council meeting.
6. The Town denies the allegations made in paragraph no. twelve.

7. The Town demands that the Plaintiff fulfill its obligations pursuant to the bond and pay the losses sustained.
8. The Town claims that Plaintiff has breached the contract as a defense.
9. The Town claims that the Plaintiff has dealt with it in bad faith.
10. The Town claims that the Plaintiff has unclean hands.
11. The Town claims laches as a defense.

**Counterclaim**  
**Breach of Contract**

12. Defendant the Town of Mosses (Town) incorporates fully herein paragraphs one thru eleven above, and paragraphs one thru eleven, eleven of the complaint as applicable.
13. That the Town has made a good and proper demand upon Plaintiff pursuant to the contract. However, Plaintiff has refused to honor the terms of the contract, resulting in a breach thereof, and resulting damage to the Town in the amount requested in the claim.

**Count Two**  
**Bad Faith**

14. The Town incorporates fully the allegations contained in paragraphs one thru thirteen above.
15. Plaintiff has refused to honor said claim presented by the Town and failed to pay without adequate justification or excuse. Plaintiff has further delayed processing and payment of said lawful claim by filing the instant action in an effort to not pay the claim. Said actions amount to bad faith on Plaintiff's part.

WHEREFORE, the Town prays for judgment on the breach of contract action in an amount of compensatory damages proved at trial, pre-judgment interest, cost and fees, and on the bad faith claim to cover compensatory damages, punitive damages and cost and expenses as allowed by law.

Respectfully submitted,

CHESTNUT, SANDERS, SANDERS,  
PETTAWAY & CAMPBELL, L.L.C.

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Collins Pettaway, Jr.(PETTC9796)  
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**CERTIFICATE OF SERVICE**

This is to certify that I have on this the 13<sup>th</sup> day of April 2007 served a copy of the foregoing by depositing the same in the U.S. mail properly addressed with postage prepaid upon:

Eris Bryan Paul  
BALL, BALL, MATTHEWS & NOVAK  
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Alicia Shuford-Gordon  
124 Chisolm Street  
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OF COUNSEL